SERIAL 05208 S VOUCHER PROGRAM SPAY/NEUTER SERVICES CATS & DOGS (NIGP 96186)

DATE OF LAST REVISION: February 02, 2006 CONTRACT END DATE: March 31, 2009

CONTRACT PERIOD THROUGH March 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VOUCHER PROGRAM SPAY/NEUTER SERVICES CATS & DOGS**

(NIGP 96186)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 01, 2006.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

SF/ks Attach

Copy to: Clerk of the Board

Dan Schriek, Animal Care & Control Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: VOUCHER PROGRAM SPAY/NEUTER SERVICES CATS & DOGS (NIGP 96186)

1.0 INTENT:

The intent of this solicitation is identify qualified veterinary providers to perform surgical spay and neuter services for dogs and cats, in accordance with a voucher program, for such services, as developed and administered by the Maricopa County Animal Care and Control Agency (MCAC&C). Funding for this program is provided by designated gifting from the Friends of Animal Care and Control. The "authorized/qualified" cat or dog owners shall contact the contracted vendor to make arrangements (appointments, etc.) for such authorized services, after a voucher has been issued by MCAC&C. Maricopa County reserves the right to award this contract to multiple vendors, and/or to add additional vendors as requirements may demand. The contract resultant of this solicitation is a requirements contract. No services are to be provided without a valid purchase order and properly endorsed voucher.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Contractor(s) shall be a current Arizona licensed Veterinarian or Veterinary clinic and shall specialize in dog and cat surgical sterilization. <u>The contractor's facility shall be physically located within Maricopa County</u>. The contractor shall maintain the necessary license(s), for the duration of this contract. The contractor's facilities shall have and maintain a current premise license.
- 2.2 The nature of the work is to sterilize (spay/neuter) dogs and cats owned by private citizens at the request of Maricopa County Animal Care & Control (via approved voucher). Scheduling, surgery, consultation, and post operative care (if needed) will be provided by the contractor. Rabies vaccinations, some cases, may be required, but will be administered by the contractor, only when MCAC&C makes such a request on the voucher. Procedure liability is assumed by the vendor.
- 2.3 **Spay/Neutering procedures for more than 3000 dogs/cats on an annual basis is anticipated.**Contractors shall maintain the appropriate veterinarian(s), staff and ability to process at least 40 sterilizations per month. Documentation to support the ability to handle large numbers of sterilization procedures must be provided if requested.
- 2.4 Contractor shall offer services between the hours of 7:00A.M. to 6:00 P.M. (approximate) Standard office hours shall be submitted with the bid response. Bidders/respondents with multiple participating locations may be given preference, to best serve the total of Maricopa County.
- 2.5 Any and all procedures performed shall be authorized by the respective pet owner. Contractor shall understand that any services provided, beyond those authorized by the "voucher", are the responsibility of the pet owner, and will not be reimbursed by the County. Additional services may be recommended, but shall not be required in order to receive sterilization services. MCAC&C will only pay the fees/compensation amounts as listed in the Authorized Reimbursements chart, found below. The contractor agrees to accept the voucher fees listed as full and complete compensation for the services listed thereon and that all facilities and services related to the sterilization of the animal, without limitation, admission, examination, anesthesia, stitch removal, follow up for sterilization related complications, etc. are inclusive in the authorized reimbursement amount(s).
- 2.6 The contractor may reject animals presented by the public for services only if; in their professional opinion, the sterilization can not be safely performed due to the existing health of the animal. Documentation of any denial shall be made available to MCAC&C. Sterilization services for animals in heat, pregnant, or cryptorchid are to be provided and will be compensated, as stated in the applicable compensation schedule.

- 2.7 The contractor shall be presented an "authorized voucher", by the pet owner. The contractor shall ask the pet owner for appropriate ID, to determine it is in agreement with the "voucher". Responsibility for scheduling, etc. is the responsibility of the pet owner, in coordination with the contractor. The contractor shall provide MCAC&C with "vouchers" that are duly endorsed and attach appropriate documentation certifying that the services at issue have been performed, with payment invoices.
- 2.8 <u>Procedural fees are pre-determined, and are not negotiable. Procedural fees will be reimbursed only in accordance with the following schedule:</u>

Authorized Reimbursements:

	Dog S	pay			Dog Neuter		Cat Spay	Cat Neuter	In-heat	Pregnant (includes fluids)	Cryptorchid	Rabies Vx
Weight (lbs)	<40	< 65	<100	>101	<40	>41			Plus	Plus	Plus	
Payment	\$ 70	\$ 85	\$ 100	\$ 125	\$ 55	\$ 70	\$ 60	\$ 30	\$ 10	Dog-\$20 Cat -\$ 10	Dog \$ 50 Cat \$ 25	\$ 10

- 2.9 Respondents shall submit copies of the following information/documents, with their bid/response, to be considered for contract award:
 - 2.9.1 Copy(ies) of Arizona Veterinary Medical Licensing Board License for each practitioner which will be providing services to this contract, and current Premise License (attach copy(ies) to Attachment A). MANDATORY
 - 2.9.2 List the locations and current hours of operation(list on Attachment A) MANDATORY

2.10 INVOICING/PAYMENT:

After providing the service(s) as authorized by the "voucher", the contractor shall invoice MCAC&C, in accordance with the authorized reimbursement schedule, on a monthly basis, including the endorsed voucher, and other pertinent information (weight, cat, dog, in heat, etc.) to allow prompt reimbursement. Invoicing shall be addressed/directed to the following address: MCACC, 2323 S. 35th Ave, Phoenix, AZ 85009 Attn: Medical Programs.

2.11 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall with in the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications, full and complete submission of requested documents.
- 3.4.2 Acceptance of pre-determined fee schedule.

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 <u>Insurance Requirements</u>.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274 (sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JEANNINE ALEXANDER, MEDICAL PROGRAMS COORDINATOR, 602-506-2759 (jalexander@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) complete copy (labeled as copy) of their bid/response (TWO COPIES TOTAL). Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

CAMELBACK ANIMAL HOSPITAL, 4730 E. INDIAN SCHOOL RD #125, PHOENIX, AZ 85018

PRICING SHEET: P007402 B0606069 NIGP 96186
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_YESNO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?YES NO _X_
1.0 PRICING:
BIDDER/RESPONDENT FULLY UNDERSTANDS THAT FEES/COMPENSATION ARE PRE-DETERMINED. ONLY THE FEES AUTHORIZED BY THE "VOUCHER" SHALL BE THE RESPONSIBILITY OF THE COUNTY.

FEES/COMPENSATION AS LISTED BELOW ARE THE ONLY AUTHORIZED FEES/COMPENSATION.

ITEM DESCRIPTION:

VOUCHER PROGRAM AUTHORIZED REIMBURSEMENTS:

	Dog S			Dog Neuter		Cat Spay	Cat Neuter	In- heat	Pregnant (includes f	Cryptorchid luids)	Rabies Vx	
Weight	<40	< 65	<100	>101	<40	>41			Plus \$ 10	Plus Dog- \$20	Plus	\$10
(lbs)										Cat -\$ 10	Dog \$ 50	
Authorized Payment	\$70	\$85	\$100	\$125	\$55	\$70	\$60	\$30			Cat \$ 25	

LIST THE LOCATION(S) OF ALL PARTICIPATING FACILITY(IES) AND CLEARLY NOTE THE DAYS AND HOURS OF OPERATION BELOW: $\underline{\mathsf{MANDATORY}}$

Camelback Animal Hospital, 4730 E. Indian School Rd #125, Phoenix, AZ 85018								
Monday, Tuesday, Thursday, Friday 8a.m. to 6 p.m., Saturday 8 a.m. to 3 p.m.								
Main Street Animal Hospital, 2205 E. Main St., Mesa, AZ 85213 Monday, Tuesday, Thursday, Friday 8a.m. to 6 p.m., Saturday 8 a.m. to 1 p.m.								
Terms:	Net 30							
Vendor Number:	W000006636 X							
Telephone Number:	602-840-7221							
Fax Number:	602-840-7497							
Contact Person:	Douglas Sysel							
E-Mail Address:	dsysel@yahoo.com							
Contract Period:	To cover the period ending March 31, 2009.							

SPAY NEUTER CLINIC INC, 1425 W. SOUTHERN AVE STE 13, TEMPE, AZ 85282

PRICING SHEET: P007402 B0606069 NIGP 96186	
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_YESNO	
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?YES	NO _X_

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BIDDER/RESPONDENT FULLY UNDERSTANDS THAT FEES/COMPENSATION ARE PRE-DETERMINED. ONLY THE FEES AUTHORIZED BY THE "VOUCHER" SHALL BE THE RESPONSIBILITY OF THE COUNTY. FEES/COMPENSATION AS LISTED BELOW ARE THE ONLY AUTHORIZED FEES/COMPENSATION.

ITEM DESCRIPTION:

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VOUCHER PROGRAM AUTHORIZED REIMBURSEMENTS:

	Dog S			Dog Neut	er	Cat Spay	Cat Neuter	In- heat	Pregnant	Cryptorchid	Rabies Vx	
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Weight	<40	< 65	<100	>101	<40	>41			Plus \$ 10	Plus Dog- \$20	Plus	\$10
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LIST THE LOCATION(S) OF ALL PARTICIPATING FACILITY(IES) AND CLEARLY NOTE THE DAYS AND HOURS OF OPERATION BELOW: $\underline{\mathsf{MANDATORY}}$

1425 W. Southern Ave, Tempe,	AZ 85282	M-F 7a.m. – 6 p.m.				
12416 N. 28 th Dr, Phoenix, AZ 8	35029	M-F 7 a.m. – 6 p.m.				
7342 W. Indian School Rd, Pho	enix, AZ 85033	M-F 7 a.m. – 6 p.m.				
925 S. Gilbert Rd Ste 112, Mesa	a, AZ 85204	M-F 7 a.m. – 6 p.m.				
Terms:	Net 20					
Vendor Number:	W000005811 X					
Telephone Number:	480-874-2216					
Fax Number:	480-894-2215					
Contact Person:	Theresa Luhm					
E-Mail Address:	spayaz@cs.com	1				

To cover the period ending March 31, 2009.

MAIN STREET ANIMAL HOSPITAL, 2205 E. MAIN STREET, MESA, AZ 85213 DBA SYSEL ANIMAL HEALTH SERVICES

PRICING SHEET: P007402 B0606069 NIGP 96186

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	Dog Spay				Dog Neuter		Cat Spay	Cat Neuter	In- heat	Pregnant Cryptorchid (includes fluids)		Rabies Vx	
Weight (lbs)	<40	< 65	<100	100 >101 <40 >41				Plus \$ 10	Plus Dog- \$20 Cat -\$ 10	Plus Dog \$ 50	\$10		
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Contact Perso					Leo D. Sysel								
E-Mail Addre					lsysel@	•				_			
Contract Period: To cover the period ending March 31, 2009.													